

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 14 April 2004		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Contracting Officer, Dahlgren Division Naval Surface Warfare Center 17320 Dahlgren Road, Dahlgren, VA 22448-5110 Code XDS12, XDS12@nswc.navy.mil		CODE N00178		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				✓		9A. AMENDMENT OF SOLICITATION NO.	
				×		N00178-04-R-2005	
				×		9B. DATED (SEE ITEM 11)	
				×		10A. MODIFICATION OF CONTRACT/ORDER NO.	
CODE				FACILITY CODE		10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers tended. ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Purpose: To incorporate Performance Based Contract review and acceptance procedures, a Quality Assurance Surveillance Plan, pricing provisions that are in-line with the Naval Surface Warfare Center corporate initiatives currently underway to reduce costs, to incorporate a clause by reference omitted from Section H, and to incorporate other changes as indicated herein. Please see page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

1. Due to Naval Surface Warfare Center corporate initiatives to issue performance based contracts, add the following to Section H :

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance-based contract as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan (QASP) included in attachment J.5.

(b) The QASP defines this review and acceptance to be part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site.

<http://cpars.navy.mil>

2. Add the following to Section J - Ddl-J10 LIST OF ATTACHMENTS, which is required by this performance-based contract:

Attachment J.5 – Quality Assurance Surveillance Plan

3. Due to Naval Surface Warfare Center corporate initiatives currently underway to reduce costs, pricing proposed on this solicitation will be in-line with the following additions/changes. Add the following to Section H:

MAXIMUM PASS THROUGH RATE

The Contractor agrees that the maximum pass through rate which shall be charged against any and all line items under this contract shall not exceed ____%. The maximum pass through rate is equal to the maximum amount above the price of the work paid to the Firm performing the work.

GUARANTEED SAVINGS CLAUSE

The Government is seeking contractors to identify business improvement processes, innovations, and cost saving initiatives to provide high quality services at a reduced cost to the Government.

For all Award Term/Option Items, the Contractor agrees to the maximum extent practicable to reduce the price for services performed under each sequential year by at least:

% Reduction from base period or price from previous year:

Year 2 _____
Year 3 _____
Year 4 _____
Year 5 _____

Guaranteed Savings must exceed 1% per year.

NOTE TO OFFERORS:

This solicitation may be awarded in the SEAPORT Enhanced portal. As such, you are required to propose Guaranteed Savings and Maximum Pass Through amounts that DO NOT exceed values awarded to you or your team lead Prime under the SEAPORT Enhanced initiative (if applicable).

4. The maximum Fee percentage allowable under this solicitation is 8%. However, you are required to propose amounts that DO NOT exceed values awarded to you or your team lead Prime under the SEAPORT Enhanced initiative (if applicable).

5. Add the following clauses by reference to Section I:

252.232-7003 Electronic Submission of Payment Requests MAR 2003

6. Add the following changes to the solicitation as directed:

a) Page 2, delete the information that appears under CLIN 0001, and insert:

Engineering Support Services for existing Sabtech CCA's, Interconnect Devices, Test Analyzers and Peripheral Emulators in accordance with Section C and as specified in individual delivery orders. Orders may be issued on either a CPFF or FFP basis.

b) Page 2, under clause Ddl-B10, delete the quantity of \$100,000.00, and insert:

\$50,000.00

c) Page 14, under clause Ddl-G22, delete the quantity of five (5), and insert:

ten (10)

d) Page 19, under clause Ddl-H14, modify the first statement to read:

To perform the requirements of the Statement of Work, the Government requires personnel with the following experience qualifications: Appropriate education may be substituted for experience at the rate of 2 years education to equal 1 year experience.

e) Page 20, under the category ELELTRONICS TECHNICIAN, modify the sentence to read:

Experience in the following: principles and concepts of electricity, electronics, shop practices and techniques, in the use of installation tools; in the interpretation of drawings, manuals, handbooks, and technical flowcharts and specifications; and in electronic design fabrication, and checkout.

f) Page 50, under (2) Other Direct Costs, letter (A), modify the first two sentences to read:

Travel dollars are assumed to reflect San Diego, CA as a point of origin and are exclusively for technical travel requirements of the contract and/or individual delivery orders, if applicable. Representative destinations include, but are not limited to: Dahlgren, VA, Wallops Island, VA, Moorestown, NJ, Pascagoula, MS, and Bath, ME.

7. The closing date for this solicitation is hereby extended to 28 April 2004.

All other terms and conditions remain unchanged.

QUALITY ASSURANCE SURVEILLANCE PLAN
CONTRACT NO. N00178-04-R-2005

1.0 The contractor's performance will be evaluated through the Contractor Performance Assessment Reporting System (CPARS). The CPARS evaluation is accomplished on an annual basis in October of each year. The CPARS evaluation will be based on all task orders performed (in whole or in part) during the previous 12-month period. The primary Government official responsible for the CPARS evaluation is the Contracting Officer's Representative (COR) for the contract. The COR may be assisted, as necessary, by other Government individuals having information relevant to the quality of contractor performance.

2.0 Contractor performance will be assessed on a continuing basis throughout the year based on review of deliverables (technical and management), technical meetings, formal In-Progress Reviews, and general contacts with the contractor.

3.0 Contractor performance will be evaluated in five general areas. A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory will be assigned to each area. These general areas are described below. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

3.1 Quality of Product or Service – Addresses the extent to which the contractor (a) met contract technical requirements, including the accuracy and completeness of reports/ data delivered; (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) was proactive and demonstrated initiative; (e) remained flexible to internal or external changes and (f) was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective.

3.2 Schedule – Addresses the extent to which the contractor met contract schedules, including the need for deadline extensions.

3.3 Cost Control – Addresses the contractor's overall effectiveness in controlling both direct and indirect costs as well as the incidence of cost overruns.

3.4 Business Relations – Addresses the responsiveness of the contractor's upper-level management to Government concerns and needs, the effectiveness of the contractor's management interface with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government on both technical and management issues.

3.5 Management of Key Personnel – Addresses the overall quality of the contractor's team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the contract regarding Key Personnel. Also includes the effectiveness of the contractor's efforts to retain or attract qualified personnel.